

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

| | | |
|------------------------------|---|--------------------|
| BUILD-A-BEAR RETAIL |) | |
| MANAGEMENT, INC., and |) | |
| BUILD-A-BEAR WORKSHOP, INC., |) | |
| |) | |
| Plaintiffs, |) | |
| |) | |
| vs. |) | No. 4:07CV1750-DJS |
| |) | |
| MONIQUE ALLEN and |) | |
| THE BEAR BUILDERS, |) | |
| |) | |
| Defendants. |) | |

DEFAULT JUDGMENT

Pursuant to the Court's order entered herein this day,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that judgment is entered in favor of plaintiffs and against defendants Monique Allen and The Bear Builders on all counts of plaintiffs' complaint [Doc. #1].

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that defendants Monique Allen and The Bear Builders and all their agents, officers, employees, representatives, successors, assigns, attorneys, subsidiaries, parent companies, affiliates, retailers, independent contractors, customers, licensees, and all other persons acting for, with, by, through, or under authority from defendants, or in concert or participation with defendants, and each of them, are permanently enjoined from:

- (1) manufacturing, distributing, marketing, selling or offering for sale any goods or services that bear

the marks "THE BEAR BUILDERS"; "BUILD-YOUR-OWN BEAR"; "BUILD-IT-YOUR-WAY"; "BEAR PARTIES"; <thebearbuilders.com>; a three-dimensional heart-shaped object located inside a stuffed or plush toy animal; and/or variations thereof (hereinafter referred to collectively as "the Infringing Marks"), or any designation that is likely to cause harm, confusion, or dilution as to the Build-A-Bear Workshop Marks, whether used alone or in combination with any other words or symbols;

- (2) using any terms, marks, words or symbols that so resemble any of the Build-A-Bear Workshop Marks or any names, marks or designations of Build-A-Bear Workshop as to be likely to cause confusion, mistake, or deception in connection with the manufacture, distribution, advertising, promotion or sale of any product which is not authorized by Build-A-Bear Workshop, including but not limited to the Infringing Marks used on or in connection with defendants' goods and services;
- (3) expressly or by implication, representing that defendants or their goods or services are those of or are affiliated with, or authorized, licensed, endorsed or sponsored by Build-A-Bear Workshop or its subsidiaries, affiliates or related companies;

- (4) selling any goods or services or engaging in any actions which are likely to dilute or tarnish the distinctive quality of the Build-A-Bear Workshop Marks, or otherwise cause injury to Build-A-Bear Workshop's business reputation, including but not limited to the Goods and Services bearing the Infringing Marks (hereinafter referred to as the Infringing Goods and Services"); and
- (5) making or engaging in any express or implied false descriptions, false designations or false representations with respect to the products of defendants in violation of section 32 or section 43(a) of the Lanham Act.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that defendants deliver up to Plaintiff Build-A-Bear Workshop for impoundment and destruction all of their Infringing Goods and Services, and materials or documents used in the promotion or sales of defendants' Infringing Goods and Services, or other materials in the possession, custody, or under the control of defendants or their business associates that are found to adopt, infringe, or dilute any of the Build-A-Bear Workshop Marks or that otherwise unfairly compete with Build-A-Bear Workshop and its products and services.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that defendants transfer the domain name <thebearbuilders.com> to Build-A-Bear Workshop or instruct the third party acting under their direction and control to transfer such domain name to Build-A-Bear Workshop.

Dated this 18th day of July, 2008.

/s/Donald J. Stohr
UNITED STATES DISTRICT JUDGE